

| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | | | Rating DOA4 | | Page 1 Of 35 | | | |
|---|---------|---|---------|---|---------|---|---------|---|--|--------------------------------------|--|
| 2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-0495 | | 3. Effective Date 2007JUL11 | | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | | | | | |
| 5. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ATAF AMY ROBOSAN (586)574-8546 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: NT e-mail address: AMY.ROBOSAN@US.ARMY.MIL | | Code W56HZV | | 6. Administered By (If Other Than Item 5) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302 | | | | Code S3605A | | | |
| | | | | SCD C PAS NONE | | ADP PT HQ0337 | | | | | |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BURKE PRODUCTS INCORPORATED 1355 ENTERPRISE LN XENIA, OH 45385-6504 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S. | | | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) | | | | | | | |
| | | | | 9. Discount For Prompt Payment | | | | | | | |
| | | | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | | | | Item 12 | | | |
| Code 27361 | | | | Facility Code | | To The Address Shown In: | | | | | |
| 11. Ship To/Mark For SEE SCHEDULE | | Code | | 12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266 | | | | Code HQ0337 | | | |
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 14. Accounting And Appropriation Data ACRN: AA 97 X4930AC6D 6D 26FB S20113 W56HZV | | | | | | | |
| 15A. Item No. SEE SCHEDULE | | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price | | 15C. Quantity | | 15D. Unit | | 15E. Unit Price | | 15F. Amount | |
| | | | | 15G. Total Amount Of Contract \$94,250.00 | | | | | | | |
| 16. Table Of Contents | | | | | | | | | | | |
| (X) | Section | Description | Page(s) | (X) | Section | Description | Page(s) | | | | |
| Part I - The Schedule | | | | Part II - Contract Clauses | | | | | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 28 | | | | |
| X | B | Supplies or Services and Prices/Costs | 3 | Part III - List Of Documents, Exhibits, And Other Attachments | | | | | | | |
| X | C | Description/Specs./Work Statement | 7 | | J | List of Attachments | | | | | |
| X | D | Packaging and Marking | 10 | Part IV - Representations And Instructions | | | | | | | |
| X | E | Inspection and Acceptance | 17 | | K | Representations, Certifications, and Other Statements of Offerors | | | | | |
| X | F | Deliveries or Performance | 22 | | L | Instrs., Conds., and Notices to Offerors | | | | | |
| X | G | Contract Administration Data | 25 | | M | Evaluation Factors for Award | | | | | |
| X | H | Special Contract Requirements | 26 | | | | | | | | |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable | | | | | | | | | | | |
| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | | | 18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W56HZV07R0199 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | | | |
| 19A. Name And Title Of Signer (Type Or Print) | | | | | | 20A. Name Of Contracting Officer RENEE COLLICA RENEE.COLLICA@US.ARMY.MIL (586)574-5268 | | | | | |
| 19B. Name of Contractor By _____ (Signature of person authorized to sign) | | | | 19c. Date Signed | | 20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | | | 20C. Date Signed 2007JUL11 | |
| NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE | | | | | | 25-106 GPO : 1985 0 - 478-632 | | Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a) | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 2 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION A - SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|---------------------------|-------------|
| A-1 | 52.204-4850 (TACOM) | ACCEPTANCE APPENDIX | MAR/2006 |
| <p>(a) Contract Number W56HZV-07-C-0495 is awarded to Burke Products, Inc. The Government accepts your proposal dated May 18, 2007 in response to Solicitation Number: W56HZV-07-R-0199, signed by Judd Burke, Vice President(title) of your company.</p> | | | |
| <p>(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.</p> | | | |
| <p>(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.</p> | | | |
| <p>(d) The First Article Test (FAT) requirement has been waived for Burke Products, Inc. for this procurement only. All references to FAT requirements in this procurement are to be disregarded.</p> | | | |
| <p>(e) The following Amendment(s) to the solicitation are incorporated into this contract: W56HZV-07-R-0199</p> | | | |
| <p>[End of Clause]</p> | | | |
| A-2 | 52.201-4000 (TACOM) | TACOM-WARREN OMBUDSPERSON | JAN/2006 |

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

AMENDMENT 0001 to W56HZV-07-R-0199

- The purpose of this amendment 0001 to Solicitation W56HZV-07-R-0199 is to do the following:
 - Remove Clause 52.215-4055 (TACOM) Minimum Acceptance Period (OCT 1985) and replace it with Clause 52.215-4005 (TACOM) Minimum Acceptance Period (OCT 1985), hereby amending the acceptance period from 60 days to 120 days.
 - Incorporate the FPR Closing date of 24 May 07 @ 1:00 PM.
- All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------|--------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | NSN: 6350-01-089-2987 FSCM: 19207 PART NR: 11669142 SECURITY CLASS: Unclassified | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> NOUN: ALARM-MONITOR PRON: EH7Y7008EH PRON AMD: 02 ACRN: AA AMS CD: 070011 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 11669142 DATE: 01-DEC-2006 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W56HZV6306T840 W25G1U J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 560 180 FOB POINT: Destination SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 MISSION DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5001 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 002 W56HZV6306T841 SW3227 J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 500 180 FOB POINT: Destination SHIP TO: (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 | 1250 | EA | \$ 75.40000 | \$ 94,250.00 |

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <div>10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>003 W56HZV6306T842 W62G2T J 2</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 190 180</div> <div>FOB POINT: Destination</div> <div>SHIP TO:</div> <div>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</div> | | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 5 of 35 |
|--------------------|---|--------------|

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002 | FSCM: 19207 PART NR: 11669142 SECURITY CLASS: Unclassified | | | | |
| 0002AA | <div>UNEXERCISED OPTION QTY</div> <div>NOUN: ALARM MONITOR</div> <div>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED "OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM".</div> <div>The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</div> <div>(End of narrative B001)</div> <div>Description/Specs./Work Statement TOP DRAWING NR: TDP 11669142 DATE: 01-DEC-2006</div> <div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC </div> | | | | |

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 7 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| C-1 | 52.211-4015 (TACOM) | CONFIGURATION CONTROL - ENGINEERING CHANGES | DEC/2005 |

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (NT).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 8 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

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| C-2 | 52.211-4053 | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING | MAR/2006 |
| | (TACOM) | SUBSTANCES (CIODS) | |

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our website and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Specifications and standards affected are: MIL-DTL-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/acqinfo/ciods.html>

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|---|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 9 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

[End of Clause]

C-3 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION JAN/2005
(TACOM)

The following "X"d item applies to this solicitation:

[] There is no Technical Data Package (TDP) included with this solicitation.

[] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>

[X] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN: 0001AA & 0002AA

TDP Link (URL): <https://acms.tacom.army.mil/techdata/packages/6350/010892987/EH7Y7008EH/main.htm>

[End of Clause]

C-4 52.246-4053 USE OF MIL-STD 1916 JAN/2001
(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 10 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION D - PACKAGING AND MARKING

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| D-1 | 52.211-4516 (TACOM) | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) | NOV/2005 |

(a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- (1) Preservation Method Code: 41 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: 00 (Table j.iii)
- (4) Wrapping Material Code: GH (Table j.iv)
- (5) Cushioning and Dunnage Code: 00 (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: 0 (Table j.vi)
- (7) Unit Container Code: XX (Table j.vii)
- (8) Intermediate Container Code: ED (Table j.vii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: H (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors much check the solicitation and/or contract for this clause.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin,

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 11 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."

(4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD)including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

D-2252.211-7003ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 12 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/Equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 13 of 35 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

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| D-3 | 252.211-7006 | RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003) | MAY/2006 |
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 14 of 35 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\ '99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)
 - (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
 - (A) Subclass of Class I Packaged operational rations.
 - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
 - (D) Class IV Construction and barrier materials.
 - (E) Class VI Personal demand items (non-military sales items).
 - (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
 - (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 15 of 35 |
|--|---|---------------|
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC'99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.

(1) If the Contractor is an EPCglobal'99 subscriber and possesses a unique EPC'99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC'99 Tag Data Standards document to encode tags.

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 16 of 35 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

[End of Clause]

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 17 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION E - INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | Date |
|-----|------------------------|--|----------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.246-4025 (TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT | MAY/2005 |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

- (b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:
- [X] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- [] ISO 9001:2000 (untailored) or comparable quality system
- [] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

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| E-4 | 52.211-4017 | PAINTING TEST | FEB/2007 |
|-----|-------------|---------------|----------|

(a) Painting shall be in accordance with The Chemical Agent Resistant Coatings(CARC)Application Procedures and Quality Control Inspection detail specification MIL-DTL-53072. All painting procedures must be submitted to the Administrative Contracting Officer (ACO) for government review and to be approved by the Procuring Contracting Officer (PCO) in coordination with AMSRD-TAR-E/ME prior to painting.

- (b) Noted exceptions, additional or special instructions are as follows:
- (1) Chemical conversion coatings and pretreatments for ferrous surfaces (Base for Organic Coatings).
- (i) Non-stainless steel
- (A) Chemical conversion coatings and pretreatments shall be IAW Fed Spec TT-C-490(Type I & V).
- (B) Hexavalent chromium containing rinses/sealers shall not be used.
- (C) If this is a follow on action to an existing contract, pre-production approval in accordance with (IAW) section 3 of TT-C-490 may be waived or amended at the discretion of the government. Waiver requests shall be submitted to the ACO for government review

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 18 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

and approval in coordination with AMSRD-TAR-E/ME.

(D) Once Pre-production approvals are met for Types I and V per section 3.0 of TT-C-490, monthly Quality Assurance (QA) checks using three test coupons/specimens shall be performed by the vendor. If a lot represents more than a months production, testing will be performed once per month with no less than 25 day intervals. If a lot represents less than a month of production, then the QA will be performed on each lot, or as agreed on prior to contract award. All results shall be recorded and submitted to the ACO for government review and approval in coordination with the Defense Contract Management Agency (DCMA).

(E) Section 3.2.21 of TT-C-490 requires that panels be sent to the procuring activity for evaluation and testing.

(1) Panels shall be sent to the Army Research Laboratory CARC Commodity Manager at the following address:

US Army Research Laboratory
Attn: John Escarsega
AMSRD-ARL-WM-MC
Deer Creek Loop, Bld. 4600
APG, MD 21005

(2) Items to be tested shall be accompanied by the following information: (a) Company name; (b) Contract number; (c) material from which the panels were made and the process used; (d) explanation of why panels are being submitted and (e) Point of Contact.

(ii) Stainless Steel:

(A) Stainless steel surfaces shall be cleaned IAW MIL-DTL 53072 section 3.2 (a) and/or (b).

(B) Wash primer DOD-P-15328 and MIL-C-8514 are prohibited material due to their hexavalent chromium content. Following cleaning, stainless steel surfaces shall be pretreated using one of the following methods:

(1) Mechanical blasting IAW SSPC-10.
NOTE: Mechanical blasting may not be suitable for thin sheet stainless steel.

(2) A non-hexavalent chromium substitute which meets the performance requirements of DOD-P-15328.

(2) Chemical conversion coatings and pretreatments for non-ferrous surfaces.

(i) Aluminum surfaces and aluminum alloys: All aluminum and its alloys require cleaning and pretreatment prior to painting or as stand alone conversion coatings.

(A) Where hexavalent chromium is prohibited within contract documents (SOW, PD, TDP, etc.), use the following: MIL-DTL-81706 Type II Class 1A or Class 3 or ASTM B 921, Table 1 Standard Specification for Non-Hexavalent Chromium Conversion Coatings on Aluminum and Aluminum Alloys. Where lower electrical resistance is required the commercial product must meet the performance criteria of Class 3 of MIL-DTL-81706.

(B) Applications, quality assurance and coating requirements in MIL-DTL-81706 shall be IAW spec MIL-DTL-5541 Chemical Conversion Coatings on Aluminum and Aluminum Alloys.

(C) Anodic Coatings shall be in IAW with MIL-A-8625 Anodic Coatings for Aluminum and Aluminum Alloys. The types and classes to be specified in the contract. Hexavalent chromium containing rinses/sealers shall not be used.

(3) E-coating (Electric Coating for Primer) shall be IAW MIL-P53084:

(i) E-coat application shall be done in accordance with written instructions by the E-coat QPL supplier.

(ii) Ferrous and zinc/zinc alloy coated surfaces shall be cleaned and pretreated with a Type 1 zinc phosphate coating IAW Fed spec TT-C-490 plus any additional requirements from the e-coat QPL supplier.

(iii) All pre-production samples or coupons shall be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and then undergo 1000 hours of salt spray ASTM B117 or 40 cycles of SAE J2334 on galvanized surfaces or to a mutually agreed number of hours prior to production.

(iv) Once samples are approved and production has begun: The coating contractor shall on a monthly basis or as agreed upon, perform a corrosion audit by E-coating three (3) production pieces or standard 4x12in Q-panels made from the same material as the end item through the actual production line. The samples or panels shall then be scribed IAW ASTM 1654, section 4.1.1 or 4.1.2 and be tested for a period of 336 hours IAW ASTM B117 neutral salt fog test or 20 Cycles of SAE J2334 for galvanized surfaces.

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 19 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(v) On a yearly basis: the corrosion audit shall consist of taking three (3) production pieces or Q panels of the same material with the governments approval through the actual production line. The samples or panels shall then be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and be tested for a period of 1000 hours salt spray IAW ASTM B117 or a 40 Cycle test IAW SAE J2334 for galvanized surfaces.

(vi) After any or all corrosion testing, all samples shall pass the requirements of:

(A) ASTM D3359: Standard Test Method for Measuring Ashesion by Tape Test. Ashesion ratin no greater than classification 3B, FIG. 1.

(B) ASTM D610: Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces. Rust Ratings no lower than grade 9, Table 1.

(C) ASTM D714: Standard Test Method for Evaluating Degree of Blistering of Paints. Blistering of paint, no greater than Few, Blister size 4 Fig. 2 and no more than 5 blisters per 24 in square.

(D) ASTM D 1654 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. Creepage from scribe no greater than Rating 6 of Table 1. Evaluation of unscribed area shall not be greater than rating number 9 of Table 2.

(4) Powder coating (primer) selection, application and QC requirements:

(i) Selected powder coating (primer) shall be from Experimental Products Program list supplied by the Army Research Lab CARC commodity manager. Attn: AMSRD-ARL-WM-MC.

(ii) All cleaning and conversion coatings prior to powder coating of surfaces and quality inspection shall be IAW MIL-DTL-53072.

(iii) Cleaning and pretreatment shall be IAW above paragraphs depending on which substrate is being used.

[End of Clause]

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| E-5 | 52.211-4029 (TACOM) | INTERCHANGEABILITY OF COMPONENTS | MAY/1994 |
| (a) <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u> . Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control. | | | |
| (b) <u>WHEN THE POLICY CAN BE WAIVED</u> . The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense. | | | |
| (c) <u>PRODUCTION OR DELIVERY DELAYS</u> . Any production or delivery delays caused by this retesting will not be the basis for: | | | |
| (1) an "excusable delay" as defined in the DEFAULT clause of this contract. | | | |
| (2) be the basis for an increase in contract price or delivery schedule extension. | | | |
| [End of clause] | | | |

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| E-6 | 52.242-4008 (TACOM) | ROUTING OF SPECIAL PROCESS APPROVALS | DEC/2005 |
| (a) The Technical Data Package for this contract contains one or more of the following specifications: | | | |
| MIL-DTL-16232 | Phosphate Coating, Heavy, Manganese or Zinc Base | | |
| TT-C-490 | Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings) | | |
| MIL-W-12332 | Welding Resistance, Spot: Weldable Aluminum Alloys | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 20 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

MIL-W-45210 Welding Resistance, Spot: Weldable Aluminum Alloys

*Drawing 12479550 Ground Combat Vehicle Welding Code - Steel

*Drawing 12472301 Ground Combat Vehicle Welding Code - Aluminum

* If these drawings are not available with your procurement package, you are referred to the TACOM Procurement Network for access to the documents at the following website address: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

(1) You shall prepare the written procedures as the specification requires.

(2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.

(3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

[End of Clause]

E-7 52.246-4017 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL FEB/2000
(TACOM) PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirement cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such request shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days

| | | |
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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 22 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-5 | 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999 |
| F-6 | 52.242-4022 (TACOM) | DELIVERY SCHEDULE | SEP/2006 |

(a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

| | | | |
|--|--|--|--|
| (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT) | | | |
| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD | |
| N/A | FAT Waived for Burke Products, Inc. for this procurement only. | | |
| (2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED | | | |
| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD | |
| 0001AA | 1,250 | 180 | |
| 0002AA | up to 1,250 | undefinitized | |

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

| | | | |
|---|-----|--|--|
| (1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT) | | | |
| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD | |

| | | | |
|---|-----|--|--|
| (2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED | | | |
| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD | |

Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-7 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-8 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR
(TACOM) ADDRESSES

MAY/2004

| Rail/ Motor _SPLC* | MILSTRIP Address _Code | Rail _Ship To: | Motor _Ship To: | Parcel Post _Mail To: |
|--------------------------|------------------------------|---|---|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

| | | | | |
|-------------------|--------|--|--|--|
| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |

| | | | |
|--|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 24 of 35 |
| | PIIN/SIIN W56HZV-07-C-0495 | MOD/AMD | |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | | |

| | | | | |
|---------|--------|----------------------------------|----------------------------------|---|
| 764538/ | W67G23 | Transportation Officer | Transportation Officer | Transportation Officer |
| 764535 | | Tooele Army Depot, Warner, UT | Tooele Army Depot, Tooele, UT | Tooele Army Depot, Tooele, UT 84074-5003 |

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

| | | |
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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 25 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ | OBLG | | | | | | | | JOB | | |
|--------|------------------|------|------|---------------------------|-----------|----|--|-------|------------|-----------|--------------|--|
| ITEM | MIPR | ACRN | STAT | ACCOUNTING CLASSIFICATION | | | | ORDER | ACCOUNTING | OBLIGATED | | |
| | | | | | | | | | NUMBER | STATION | AMOUNT | |
| 0001AA | EH7Y7008EH | AA | 2 | 97 | X4930AC6D | 6D | | 26FB | S20113 | W56HZV | \$ 94,250.00 | |
| | 070011 | | | | | | | | | | | |
| | | | | | | | | | | TOTAL | \$ 94,250.00 | |

| SERVICE | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING | OBLIGATED |
|-------------|---------------|---------------------------|--------------------|---------------|
| <u>NAME</u> | | | <u>STATION</u> | <u>AMOUNT</u> |
| Army | AA | 97 X4930AC6D 6D | 26FB S20113 W56HZV | \$ 94,250.00 |
| | | | TOTAL \$ | 94,250.00 |

| <u>ACRN</u> | <u>EDI ACCOUNTING CLASSIFICATION</u> | |
|-------------|---|---|
| AA | 97 0X0X4930AC6D S20113 76D00000700110000026FB | S20113 |
| | <u>Regulatory Cite</u> | <u>Title</u> |
| G-1 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS |
| | | JAN/2004 |
| G-2 | 252.204-7006 | BILLING INSTRUCTIONS |
| | | OCT/2005 |

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

| | | | |
|-----|-------------|---|----------|
| G-3 | 52.204-4011 | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE | OCT/2005 |
| | (TACOM) | (DFAS) | |

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 26 of 35 |
|--|---|---------------|
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | Regulatory Cite | Title | Date |
|-----|-----------------|--|----------|
| H-1 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| H-2 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | JUN/2005 |
| H-3 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| H-4 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2005 |
| H-5 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| H-6 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| H-7 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| H-8 | 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcnweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

| | | | |
|-----|------------------------|--|----------|
| H-9 | 52.246-4026 (TACOM) | LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS | SEP/2006 |
|-----|------------------------|--|----------|

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

| | | | |
|--|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 28 of 35 |
| | PIIN/SIIN W56HZV-07-C-0495 | MOD/AMD | |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | | |

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

| | Regulatory Cite | Title | Date |
|------|-------------------|--|----------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2005 |
| I-9 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES | JUL/2004 |
| I-11 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006 |
| I-12 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-13 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-14 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATIONS | JUN/1999 |
| I-15 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-16 | 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS | OCT/1997 |
| I-17 | 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS | OCT/1997 |
| I-18 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/1997 |
| I-19 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-20 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-21 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-22 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-23 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2006 |
| I-24 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-25 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-26 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-27 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-28 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-29 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-30 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997 |
| I-31 | 52.223-6 | DRUG FREE WORKPLACE | MAY/2001 |
| I-32 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-33 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| I-34 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB/2006 |
| I-35 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-36 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-37 | 52.227-3 | PATENT INDEMNITY | APR/1984 |
| I-38 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-39 | 52.232-1 | PAYMENTS | APR/1984 |
| I-40 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-41 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-42 | 52.232-11 | EXTRAS | APR/1984 |
| I-43 | 52.232-16 | PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.) | APR/2003 |
| I-44 | 52.232-17 | INTEREST | JUN/1996 |
| I-45 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-46 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-47 | 52.232-23 (ALT 1) | ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984) | JAN/1986 |
| I-48 | 52.233-1 | DISPUTES | JUL/2002 |
| I-49 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |

| | | | |
|--|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 29 of 35 |
| | PIIN/SIIN W56HZV-07-C-0495 | MOD/AMD | |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | | |

| | Regulatory Cite | Title | Date |
|------|-----------------|--|----------|
| I-50 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-51 | 52.242-4 | CERTIFICATION OF INDIRECT COSTS | JAN/1997 |
| I-52 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-53 | 52.243-1 | CHANGES--FIXED-PRICE | AUG/1987 |
| I-54 | 52.244-2 | SUBCONTRACTS | AUG/1998 |
| I-55 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-56 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | SEP/2006 |
| I-57 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-58 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-59 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-60 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-61 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-62 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-63 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-64 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES | DEC/2004 |
| I-65 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-66 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-67 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | NOV/2005 |
| I-68 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-69 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2004 |
| I-70 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003) | JUN/2005 |
| I-71 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-72 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | MAR/2006 |
| I-73 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| I-74 | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN/1997 |
| I-75 | 252.225-7042 | AUTHORIZATION TO PERFORM | APR/2003 |
| I-76 | 252.232-7004 | DOD PROGRESS PAYMENT RATES | OCT/2001 |
| I-77 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | SEP/2005 |
| I-78 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-79 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-80 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | NOV/2005 |
| I-81 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-82 | 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| I-83 | 52.209-1 | QUALIFICATION REQUIREMENTS | FEB/1995 |

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 30 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

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|---------------------|-----------------------------------|
| Manufacturer's Name | |
| Source's Name | |
| Item Name | |
| Service | |
| Identification | Test Number (to the extent known) |

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

I-84 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-85 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY (TACOM) FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 31 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-86 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 32 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 33 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

[End of Clause]

I-87 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

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|---|--|-----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 34 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-88 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-90 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0495 MOD/AMD | Page 35 of 35 |
| Name of Offeror or Contractor: BURKE PRODUCTS INCORPORATED | | |

clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| <u>MATERIAL (If None, Insert None.)</u> | <u>ACT</u> |
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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-91 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]